

EXHIBIT 17

Total 48.5
 no longer relevant
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This is an assignment between Joseph K. Kelly

IT IS HEREBY AGREED as follows:

1.A. K1257 shall, and hereby does assign to Magazine

(1) Any and all MATERIALS, including any and all ideas, names, characters, symbols, designs, likenesses, visual representations, stories, episodes, literary property, etc., which have been in whole or in part acquired, published, merchandised, advertised and/or licensed in any form, field, or media by the Goodmans, their affiliates, and/or their predecessors or successors in interest (which shall be understood broadly and to include their licensees and all who derive any interest from the Goodmans), or any of them, and

(2) Any and all RIGHTS, including any and all copyrights, trademarks, statutory rights, common law rights, goodwill, and any other rights whatsoever relating to the MATERIALS in any and all media and/or fields including any and all rights to renewal or

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extension of copyright, to recover for past infringement and to make application or institute suit therefor, and including by way of example and without limitation ~~Kelly~~ claim to renewal copyright in Volume 2,

Nos. 1-10 of the work entitled "Captain America Comics", these being evidenced by Registration Nos. R 429502 R 446534, R 446535, R 446535, R 446537, R 446538, R 446539, R 446540, R 446541 and R 448324 in the United States Copyright Office,

all hereinafter referred to as MATERIALS and RIGHTS, including, without limitation and as just an example, all the MATERIALS listed in Schedules 1, 2 and 3, as amended, attached hereto.

1 B. Everything relating in any way to any MATERIALS and RIGHTS and any papers evidencing an ownership claim in any MATERIALS and RIGHTS shall be physically transferred or surrendered to the Goodmans or their designees.

1 C. It is the intention of the parties that by this assignment ~~Kelly~~ is transferring to Magazine Management Co., Inc. any and all MATERIALS and RIGHTS he may claim, have or control or has claimed, had or controlled in the past in any way whatsoever concerning or relating to Captain America and any other of the aforesaid MATERIALS and RIGHTS, and that ~~Kelly~~ shall have no further claim of any kind arising out of or relating to any past business relationship with the Goodmans, their affiliates, or predecessors or successors in interest.

2. ~~Kelly~~ hereby warrants that he has not assigned, licensed, or pledged and has not attempted or purported to assign, license, or pledge any of the MATERIALS and RIGHTS to anyone other

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than the Goodmans, their affiliates, predecessors or successors in interest, and/or their designees and that he will not do so in the future.

3. ~~KIRBY~~ shall execute or cause to be executed upon request by the Goodmans, their affiliates or successors in interest and/or designees, any and all additional applications, assignments, statements, pleadings, or other papers which are deemed by them to be necessary or appropriate for effecting the transfer of rights herein recited or for securing the benefit and exclusive enjoyment thereof to the Goodmans, their affiliates successors in interest, and/or designees.

4. ~~KIRBY~~ agrees not to contest either directly or indirectly the full and complete ownership by the Goodmans, their affiliates, designees, or successors in interest, of all right, title and interest in and to the MATERIALS and RIGHTS or the validity of the RIGHTS, which may be conferred on Magazine Management Co., Inc. by this Agreement, or to assist others in so doing.

Examples of such prohibited contestation would be, without limitation, applying for copyright, renewal copyright, trademarks, patents, etc. for the MATERIALS and RIGHTS herein specified or the publication by ~~KIRBY~~ or his assigns or agents of literary property which would infringe upon, violate or be confusingly similar to such MATERIALS and RIGHTS.

5. ~~KIRBY~~ acknowledges and agrees that all his work on the MATERIALS, and all his work which created or related to the RIGHTS, was done as an employee for hire of the Goodmans.

6. This Agreement shall be binding upon the parties hereto, their affiliates and subsidiaries, legal representatives, successors and predecessors in interest, and assigns.

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Dated: MAY 30 1972
JULY, 1970

Dated: June 5, 1972
July 1970

✓ Jack Kirby
93 C. JACK KIRBY

BY: Charles L. ...

39 11 32 10-29PM FROM TAYLOR, J. TAYLOR TO (112433) (112433) (112433)

STATE OF CALIFORNIA)
) ss.:
COUNTY OF VENTURA)

On this 30th day of May, 1972, before me personally came Jack Kirby to me known and known to me to be the individual described in and who executed the foregoing instrument and acknowledged that he carefully read and examined the same and executed it of his own free will.



Dorothy J. Hoffman
Notary Public

STATE OF NEW YORK)
) ss.:
COUNTY OF NEW YORK)

On this 5th day of June, 1974, before me personally came Charles Goodman to me known and known to me to be authorized and empowered by Magazine Management Co., Inc. to execute instruments such as the foregoing on its behalf and he duly acknowledged to me that he had carefully read and examined the foregoing instrument and duly executed it on behalf of Magazine Management Co., Inc.

Arthur Hoffman
Notary Public

ARTHUR HOFFMAN
NOTARY PUBLIC, State of New York
My Comm. No. 407896
Qualified by Special Grants
Commission Expires March 22, 1976

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